

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

EASTERN ELECTRIC CORP. OF NEW JERSEY,	:	
	:	
Plaintiff	:	CIVIL ACTION
	:	
v.	:	
	:	
SHOEMAKER CONSTRUCTION CO., <u>et al.</u>,	:	
	:	
Defendants	:	NO. 08-3825

ORDER

AND NOW this 21th day of August 2009, upon consideration of Shoemaker Construction Company's Motion for Entry of Default Judgment (Doc. No. 33) and as explained in the accompanying Memorandum, IT IS HEREBY ORDERED that the Motion is GRANTED and judgment by default is entered against 1419 Tower, L.P. and Urban Residential, LLC as follows:

- 1) Judgment is entered against 1419 Tower, L.P. in the amount of \$660,224.00, representing the unpaid contract balance on the Contract plus interest and penalty interest, to and including May 1, 2009, pursuant to the Pennsylvania Contractors and Subcontractors Payment Act ("CASPA") (and interest shall continue to accrue from and after May 1, 2009 at the rate of \$194.00 per day until paid);
- 2) Judgment is entered against Urban Residential, LLC in the amount of \$708,738.00 representing the unpaid balance of the contract price on the Sub-Job Agreement plus interest and penalty interest, to and including May 1, 2009, pursuant to CASPA (interest and penalty interest shall continue to accrue from and after May 1, 2009 at the rate of \$206.00 per day until paid);

- 3) Judgment is entered in favor of Shoemaker Construction Co. and against 1419 Tower, L.P. and Urban Residential, LLC, jointly and severally, in the amount of \$4,316,138.00, representing the delay related damages incurred by Shoemaker and its subcontractors, plus interest at a rate of 6%;
- 4) Judgment is entered in favor of Shoemaker Construction Co. and against 1419 Tower, L.P. declaring that Shoemaker Construction Co. and its subcontractors are excused from the performance of any otherwise remaining obligations under the Contract dated January 31, 2006 between 1419 Tower, L.P. and Shoemaker Construction Co.;
- 5) Judgment is entered in favor of Shoemaker Construction Co. and against Urban Residential, LLC declaring that Shoemaker and its subcontractors are excused from the performance of any otherwise remaining obligations under the Sub-Job Agreement dated April 7, 2007 between Urban Residential, LLC and Shoemaker Construction Co.; and
- 6) Shoemaker Construction Co. shall have 21 days from the date of entry of this Order to file a Motion for Attorneys' Fees with the verified information delineated in the accompanying Memorandum, and 1419 Tower, L.P. and Urban Residential, LLC shall have 21 days after the filing of any Motion for Attorney's Fees to file any response thereto.

BY THE COURT:

S/Gene E.K. Pratter
GENE E.K. PRATTER
UNITED STATES DISTRICT JUDGE